



The Hongkong Telegraph.

ESTABLISHED 1881.

NEW SERIES No. 86

日三廿月五閏年一十二緒光

MONDAY, JULY 15, 1895.

拜禮 號五十月七英港香

THIRTY DOLLARS
PER ANNUM.

BANKS.

THE CHARTERED BANK OF INDIA,
AUSTRALIA AND CHINA.
INCORPORATED BY ROYAL CHARTER, 1853.
HEAD OFFICE:—LONDON.

CAPITAL PAID-UP £800,000
RESERVE LIABILITY OF SHARE-
HOLDERS £800,000
RESERVE FUND £35,000

INTEREST ALLOWED on CURRENT
ACCOUNT at the Rate of 2 per cent. per
annum on the Daily Balance.

On Fixed Deposits for 12 months..... 5 per cent.

" " " 6 " " 4 "

" " " 3 " " 3 "

T. E. SANSON,
pro. Manager, Hongkong.

Hongkong, 6th June, 1895. [805]

THE MERCANTILE BANK OF
INDIA, LIMITED.

AUTHORISED CAPITAL £1,600,000
SUBSCRIBED £1,600,000
PAID-UP £65,000

BANKERS:—
LONDON JOINT STOCK BANK, LIMITED.

INTEREST ALLOWED on CURRENT
ACCOUNTS at the Rate of 2 per cent.
per annum on the Daily Balance.

ON FIXED DEPOSITS:

For 12 Months..... 5 per cent.

" " " 6 " " 4 "

" " " 3 " " 3 "

JOHN THURBURN,
Manager, Hongkong.

Hongkong, 18th June, 1895. [805]

HONGKONG AND SHANGHAI
BANKING CORPORATION.

PAID-UP CAPITAL £10,000,000
RESERVE FUND £5,000,000
RESERVE LIABILITY OF PROP'TORS £10,000,000

COURT OF DIRECTORS:

J. KRAMER, Esq.—Chairman.
Hon. A. MACONACHIE—Deputy Chairman.
Hon. J. J. Bell-Irving, S. C. Michaelson, Esq.
G. B. Dodwell, Esq. | D. R. Sassoon, Esq.
M. D. Ezekiel, Esq. | N. A. Siebs, Esq.
R. M. Gray, Esq.

CHIEF MANAGER:
Hongkong—T. JACKSON, Esq.
MANAGER:
Shanghai—H. M. BEVIS, Esq.

LONDON BANKERS—LONDON AND COUNTY
BANKING COMPANY, LIMITED.

HONGKONG—INTEREST ALLOWED
On Current Account at the rate of 2 per Cent.
per annum on the daily balance.

ON FIXED DEPOSITS:

For 3 months, 3 per Cent. per Annum.

For 6 months, 4 per Cent. per Annum.

For 12 months, 5 per Cent. per Annum.

T. JACKSON,
Chief Manager.

Hongkong, 12th June, 1895. [805]

HONGKONG SAVINGS BANK.

THE Business of the above Bank is conducted
by the HONGKONG AND SHANGHAI
BANKING CORPORATION. Rules may be
obtained on application.

INTEREST on deposits is allowed at 3 PER
CENT. per annum.

Depositors may transfer at their option
balances of \$100 or more to the HONGKONG AND
SHANGHAI BANK to be placed on FIXED
DEPOSIT at 3 PER CENT. per annum.

For the HONGKONG AND SHANGHAI
BANKING CORPORATION,
T. JACKSON,
Chief Manager.

Hongkong, 15th April, 1895. [805]

THE NATIONAL BANK OF CHINA,
LIMITED.

Authorised Capital £1,000,000
Subscribed Capital £500,000

HEAD OFFICE:—HONGKONG.

Court of Directors:—

D. Gillies, Esq. | Chow Tung Shang, Esq.
H. Stoltefort, Esq. | Kwan Hoi Chuen, Esq.
Chan Kit Shan, Esq.

Chief Manager,
GEO. W. F. PLAYFAIR.

Interest for 12 months Fixed, 5 per Cent.
Hongkong, 23rd October, 1893. [7]

MASONIC.

PERSEVERANCE LODGE OF
HONGKONG, No. 1165, E.C.

A REGULAR MEETING of the above
LODGE will be held in the FREEMASONS'
HALL, Zetland Street, TO-MORROW, the 16th
instant, at 8.30 for 9 o'clock p.m. precisely.
Visiting Brethren are cordially invited to attend.
Hongkong, 10th July, 1895. [805]

ZETLAND LODGE,

No. 525, E.C.

A NECESSARY MEETING of the above
LODGE will be held in the FREEMASONS'
HALL, Zetland Street, on WEDNESDAY, the
17th instant, at 5 for 5.30 p.m. precisely.
Visiting Brethren are cordially invited to attend.
Hongkong, 13th July, 1895. [805]

MEE CHEUNG,
PHOTOGRAPHER,
TOP FLOOR OF ICE HOUSE, IN
Ice-House Road.

I am now in a position, in his New and Com-
modious Premises, to eclipse, as heretofore,
ALL PHOTOGRAPHIC ART PRACTICED
in the Colony or in any part of the Far East;
GROUPS AND VIEWS
a specialty.

Hongkong, 23rd September, 1894. [805]

INSURANCES.

THE STANDARD LIFE ASSURANCE
COMPANY.

has long taken the lead in SIMPLIFYING the
CONDITIONS and LIBERALISING the
CONTRACT of LIFE ASSURANCE, thereby
giving greatly-increased Security to the Holders
of the Company's Policies.

For full Particulars and Rates,
Apply to

DODWELL, CARLILL & Co.,
Agents.

Hongkong, 1st July, 1895. [805]

TYphoon INSURANCE.

NOTICE.

HOUSE-OWNERS, TRUSTEES, MORT-
GAGEES and Others interested in
HOUSE PROPERTY are informed that
THE COMMERCIAL UNION ASSURANCE
COMPANY, LIMITED,

are prepared to accept Risks against LOSS or
DAMAGE by TYPHOONS at Moderate Rates.

For Particulars, apply to

W.M. MACHEAN,
LOCAL MANAGER, Hongkong Branch,
Connaught House,
Queen's Road Central.
Hongkong, 1st July, 1895. [805]

NORTH GERMAN FIRE INSURANCE
COMPANY OF HAMBURG.

THE Undersigned AGENTS of the above
Company are prepared to accept First
CLASS FOREIGN and CHINESE RISKS at
CURRENT RATES.

SIEMSSSEN & Co.

Hongkong, 28th May, 1895. [805]

GENERAL NOTICE.

THE ON TAI INSURANCE COMPANY,
(LIMITED).

CAPITAL, TAELS 600,000

EQUAL to \$83,333.33

RESERVE FUND \$318,000.00

BOARD OF DIRECTORS.

LKE SING, Esq. | LO YEE MOON, Esq.

LOU TSO SHUN, Esq.

MANAGER: HO AMEL

MARINE RISKS on GOODS, &c., taken
at CURRENT RATES to all parts of the
World.

HEAD OFFICE, 8 & 9, PRAYA WEST.
Hongkong, 17th December, 1895. [805]

NOTICE.

THE MAN ON INSURANCE COMPANY,
LIMITED.

CAPITAL SUBSCRIBED \$1,000,000

The above Company is prepared to accept
MARINE RISKS at CURRENT RATES on GOODS,
&c. Policies granted to all Parts of the world
payable at any of its Agents.

CHAU TSUNG FAT,

Secretary.

HEAD OFFICE,

No. 2, QUEEN'S ROAD WEST.

Hongkong, 16th May, 1895. [805]

Intimations.

CANTON DISTRICT.

LOCAL NOTICE TO MARINERS.

NO. 53.

TAISHEK BARBERS BEACONS,
BLЕНHEIM PASSAGE.

NOTICE is hereby given that the
WESTERN, or UPPER-BEACON has been
CARRIED AWAY. Until it can be
replaced a boat will be moored to mark its
position, on which, the red light will be hoisted
at night.

J. H. MAY,

Harbour Master.

Approved.

E. FARAGO,

Commissioner of Customs,

Custom House,

Canton, 10th July, 1895. [805]

THE PHARMACY.

SPRAY PRODUCERS. CUT GLASS BOTTLES,
SALTZOGNE, MANICURE REQUISITES,
PINAUD'S PERFUMERY and TOILET WATERS,
TONIC KOLA WINE,
GOLDEN MALEX,
FARINA'S EAUX de COLOGNE.

Sole Agents for "SANTAN", the popular
Table-Water which contains 8 per cent. more
iron carbonate than that from any other
Chalybeate Spring.

FLETCHER & Co.,

and

CARMICHAEL & Co., Ltd.

Hongkong, 12th July, 1895. [805]

TO SHIPMASTERS.

STEAM WATER-BOAT COMPANY.

THE Undersigned are prepared to SUPPLY
FRESH FILTERED WATER for both DECK
and BOILERS.

The only Company in Hongkong exclusively
Supplying FILTERED WATER.
Despatch Guaranteed. Call Flag "W".

J. W. KEW & Co.

18, Praya Central.

Hongkong, 17th November, 1895. [805]

TAK CHEUNG, TAILORS AND OUTFITTERS.

WE have This Day REMOVED to Nos. 50
& 52, QUEEN'S ROAD CENTRAL,
next to Messrs. CHE. J. GAUFF & Co's.

Hongkong, 26th June, 1895. [805]

Groups and Views.

Hongkong, 23rd September, 1894. [805]

BELL'S ASBESTOS EASTERN AGENCY, LIMITED.

28, QUEEN'S ROAD CENTRAL.

Intimations.

ASBESTOS PACKINGS of every description.

ASBESTOS SHEETS, MILLBOARDS, CANVAS &c.

ASBESTOS COMPOSITION for COVERING BOILERS and STEAM PIPES.

CANVAS CORE PACKING (Tuck Form). SPECIAL ENGINE and CYLINDER OILS.

ASBESTOLINE, the most economical lubricant.

ALL GOODS BEARING TRADE MARK GUARANTEED.

Hongkong, 25th February, 1895. [805]

TRADE

BOOZE-WATER

WORTH OF NEW

ORDERED FROM ENGLAND FOR PLAYERS IN THE BILLIARD HANDICAP

AT THE HK. HALL

FEST BOUND COMMENCES TUESDAY, 16TH JULY, AT 9 P.M.

FOR SALE.

CALDBECK, MACGREGOR & Co.,

15, QUEEN'S ROAD.

Hongkong, 15th July, 1895. [805]

939

THE HONGKONG TELEGRAPH, MONDAY, JULY 15, 1895.

To-day's Advertisements.

NOTICE.

NOTICE is hereby given that from this Date Mr. TSE YAT, has been appointed CHIEF MANAGER of our FIRM in HONGKONG and is Authorized to use the CHOP of, and to SIGN our FIRM.

WING KEE & Co.,
Coal Merchants.

Hongkong, 15th July, 1895.

"GLEN" LINE OF STEAM PACKETS.

FROM MIDDLESBOROUGH, LONDON
AND STRAITS.

THE Steamship "GLENAVON"
having arrived from the above Ports, Consignees of Cargo by her, are hereby informed that their Goods are being landed at their risk into the Quays of the Hongkong and Kowloon Wharf and Godown Company, Limited, at Kowloon, whence delivery may be obtained.

Optional Cargo will be forwarded unless notice to the contrary be given before Noon T.O.DAY.

Cargo remaining undelivered after the 22nd instant, will be subject to rent.

No Fire Insurance has been effected.

Consignees are requested to present all Claims for damages and/or shortages not later than the 20th instant, otherwise they will not be recognized.

Bills of Lading will be countersigned by JARDINE, MATHESON & Co., Agents.

Hongkong, 15th July, 1895.

FOR SHANGHAI.

THE Steamship "NANYANG," Captain F. Schultz, will be despatched for the above Port TO-MORROW, the 16th instant, at 4 P.M.

For Freight or Passage, apply to SIEMSEN & Co., Hongkong, 15th July, 1895.

933

FOR SHANGHAI (DIRECT).

THE Steamer "LIFOO," Captain Klopfer, will be despatched for the above Port TO-MORROW, the 16th instant, at 5 P.M.

For Freight or Passage, apply to CARLOWITZ & Co., Agents.

Hongkong, 15th July, 1895.

934

FOR SWATOW, AMOY AND TAIWANFOO.

THE Company's Steamship "THALES," Captain H. Bathurst, will be despatched for the above Ports on WEDNESDAY, the 17th instant, at Daylight.

For Freight or Passage, apply to DOUGLAS, LAPRAIK & Co., General Managers.

Hongkong, 15th July, 1895.

935

FOR HOIHOW AND SINGAPORE.

"PROPONTIS," Captain Warrack, will be despatched on WEDNESDAY, the 17th instant, at Daylight.

For Freight or Passage, apply to HOPKINS, CUMMING & Co., Hongkong, 15th July, 1895.

936

CHINA NAVIGATION COMPANY, LIMITED.

THE Steamer "TAIYUAN," Captain Nelson, R.N.R., will be despatched on THURSDAY, the 18th instant.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, 15th July, 1895.

937

CHINA NAVIGATION COMPANY, LIMITED.

FOR SWATOW AND BANGKOK.

THE Steamer "NANCHANG," Captain Finlayson, will be despatched on THURSDAY, the 18th instant.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, 15th July, 1895.

940

FOR CHEFOO AND TIENSIN.

THE Steamer "TEJEN," Captain Lehmann, will be despatched for the above Ports on MONDAY, the 22nd instant, at 5 P.M.

For Freight or Passage, apply to CARLOWITZ & Co., Agents.

Hongkong, 15th July, 1895.

938

"MOGUL" LINE OF STEAMERS.

FOR SHANGHAI, KOBE AND YOKOHAMA.

THE Steamer "MOGUL," Captain Scotland, will be despatched as above on or about MONDAY, the 22nd instant.

For Freight or Passage, apply to DODWELL, CARLILL & Co., Agents.

Hongkong, 15th July, 1895.

939

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

THE Company's Steamship "T.T.L'MON," Captain Purdy, will be despatched as above on TUESDAY, the 23rd instant.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents.

Hongkong, 15th July, 1895.

943

THE CHINA MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

FOR LONDON, VIA PORTS OF CALL.

THE Company's Steamship "NINGCHOW,"

Z. Warai, Commander, will be despatched as above on or about the 25th August.

For Freight or Passage, apply to HOLLIDAY, WISE & Co., Agents.

Hongkong, 15th July, 1895.

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To-day's Advertisements.

HONGKONG, CANTON AND MACAO STEAMBOAT COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE FIFTY-EIGHTH ORDINARY HALF-YEARLY MEETING of SHAREHOLDERS in the COMPANY will be held at the Office of the COMPANY, No. 18, Bank Building, Queen's Road Central, on SATURDAY, the 3rd August, at 12 o'clock NOON, for the purpose of Recieving a Report of the Directors, together with a Statement of Account, declaring a Dividend, and electing Directors and Auditors.

The TRANSFER BOOKS of the COMPANY will be CLOSED from the 20th instant to 3rd August inclusive.

By Order of the Board of Directors,

C. TOMLIN,
Acting Secretary.

Hongkong, 15th July, 1895.

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CANTON DISTRICT.

LOCAL NOTICE TO MARINERS.

No. 54.

NAVIGATION OF THE CANTON RIVER.

THE LOCAL AUTHORITIES having effected the REMOVAL of the TORPEDOES laid down in the Channel off Chung-pui 1st and 2nd year, it is hereby notified that the TORPEDO PILOTS are WITHDRAWN from this Date, and that Masters of Vessels passing that place need not any longer wait for Inspection.

Vessels coming from the South are, however, cautioned against using the Bremer Channel until due notice is issued that it is free from obstructions.

J. H. MAY,
Harbour Master.

Approved:

E. FARAGO,
Commissioner of Customs;
Custom House.

Canton, 15th July, 1895.

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BROWN, JONES & CO.
DEALERS IN
ITALIAN AND AMERICAN MARBLE AND
HONGKONG GRANITE CEMETERY
MEMORIALS.

LETTERS CUT AND FILLED WITH IMPERMEABLE
LEAD CEMENT.

Intimations.

DAKIN, CRUCKSHANK & COMPANY, LIMITED,
VICTORIA DISPENSARY,
HONGKONG.

AERATED WATERS.

SIMPLE AERATED WATER.

SODA WATER.

EMONADE.

GINGER ALE.

SARAFONILLA.

ACID-BERRYADE, &c.

DAKIN, CRUCKSHANK & CO.'S WATERS are made under the constant supervision of a duly qualified English Chemist and will bear comparison with the best English Manufactures.

Special terms to HOTELS, CLUBS, MEETINGS and other Large Consumers.

Any complaints should be addressed to the Manager.

Hongkong, 1st May, 1895.

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A. S. WATSON & CO., LIMITED.

ESTABLISHED A.D. 1841.

MANUFACTURERS OF
AERATED WATERS.

OUR AERATED WATER FACTORY is fitted with the best English Machinery, embodying the latest improvements in the trade.

The present ingredients only are used, and the utmost care and cleanliness exercised in the manufacture throughout.

The water used is proved by repeated analyses to be absolutely pure.

For COAST PORTS, Water are packed and placed on board ship at Hongkong prices, and the full amount allowed for Packages and Empties when received in good order.

Counter! Order Books supplied on application.

The following is a List of Waters always kept ready in Stock:-

PURE AERATED WATER

SODA WATER

LEMONADE

POTASH WATER

SELTZER WATER

LITERA WATER

SARAPARILLA WATER

TONIC WATER

GINGER ALE

GINGERADE

No Credit given for Bottles that look dirty or greasy, or that appear to have been used for any other purpose than that of containing Aerated Waters, as such Bottles are never used again by us.

The Directors of the Hongkong Hotel Company are taking a leaf from "Modern Business Methods" (if there is such a book of that name) and are desirous of adding to the legitimate and direct attractions of their property as a Hotel the equally legitimate but indirect attraction of a Billiard Handicap, in order to draw within their sphere people who, perchance, otherwise would not cross their threshold. The fever of competition is now-a-days so great that in almost every business people are depending less upon the substantial merits of what they have to offer to the public as upon the style in which they present their wares, and the incidental advantages they hold out to purchasers. Discounts on taking a quantity; a bonus for bringing customers; a cheap but desirable present thrown in; a chance in a lottery or a raffle; an opportunity of winning a prize in some competition; an Insurance Policy against death by accident; scholarships; such and many other are among the inducements held out to customers. We referred a few days ago to a new publication, *The Hour*, the proprietors of which return to each subscriber his subscription for the year in the shape of an interest-bearing debenture and present him in addition with an Accident Assurance Policy good for the sum of £2,000. We are ourselves about to make a similar experiment. We have secured for all our European subscribers, who take the *Telegraph* by the quarter, an Assurance in the sum of £1,000 against any fatal accident, and we are about to open for the use of all our Subscribers, either quarterly or monthly, a free library and reading-room well provided with books, papers, and writing materials, where we hope to welcome also all lovers of the game of chess. In a few days we hope to publish full particulars and a little later on we trust to have largely increased our Subscription List by the addition of many, who, seeing the paper at their Hongkong, Reading-rooms and Clubs, have hitherto had no inducement held out to them to take in this paper on their own account.

We learn from the *Japan Mail* of the 5th July, just received, that the judgment of the Privy Council in the Chishima-Ravenna case, in favour of the Japanese Government and against the P. & O. Company, is based entirely on the ground that under the Treaty Her Majesty the Queen could not confer on her Courts and Judges in Japan any power or authority to entertain and adjudicate on any claim by a British subject.

Tonquin has commenced the cultivation of jute, with every promise of success, according to the *L'Avant du Tonkin*. That paper, under date of 6th July, informs us that Monsieur Simonet, of the firm "Saint Brothers" has arrived in Tonquin and has started, experimentally, the cultivation of this fibre, and distributed over 4,000 pounds of seed among the villagers and chiefs. Trials have been made in over thirty different soils and all are progressing very favourably; the young plants springing up thickly and luxuriantly, even in the dry rice fields. We congratulate our neighbours on the new venture and wish them every success. As *L'Avant* points out, the development of a trade in jute will give our shipping an additional reason for calling at ports in Annam and Tonquin and profitably cargoes outwards when they do so.

LOCAL AND GENERAL.

A RACQUET Tournament will be commenced here in the course of the next six weeks.

The latest return shows that there are now 144 daily newspapers in Japan, of which as many as twenty are published in Tokyo.

Dr. J. A. HAAKMAN, advocate and solicitor, and Editor-in-Chief of *Haakman's Handelsblad*, died at Batavia on the 30th ultimo.

We regret to hear that Mr. King of the British Consular Service was suffering severely from sunstroke at Amoy on the 10th instant.

An American Missionary named Mackie, stationed in Korea, who had been suffering from fever and sunstroke, blew his brains out on the 2nd instant.

According to the *Japan Mail* the steps taken to open cotton factories in Shanghai, promoted by Europeans, is viewed with much anxiety and alarm by the Chinese, and not unnaturally. If the Chinese must permit the introduction of foreign machinery and the opening of factories of all kinds in their country, they will certainly prefer that it should be done by Europeans and Americans rather than by Japanese, and the latter may be assured that, strictly within the provisions of Treaties and of the law, far greater facilities will be given others in the opening of new branches of industry than will be given them. They will not reap all the benefit from their Treaty that they anticipate. However, they must not complain if it should be so or waste their time in useless lamentations. They must devote their time and energy to the improvement of their own industries and to a friendly rivalry with Chinese and Europeans alike.

England or, rather India is threatened with serious opposition from another quarter. Calcutta has long been the centre of the jute trade. The production of that commodity in India last year exceeded five millions of bales of which about three millions were exported, and the balance was used up locally in the manufacture of gunnies, etc. Tonquin has commenced the cultivation of jute, with every promise of success, according to the *L'Avant du Tonkin*. That paper, under date of 6th July, informs us that Monsieur Simonet, of the firm "Saint Brothers" has arrived in Tonquin and has started, experimentally, the cultivation of this fibre, and distributed over 4,000 pounds of seed among the villagers and chiefs. Trials have been made in over thirty different soils and all are progressing very favourably; the young plants springing up thickly and luxuriantly, even in the dry rice fields. We congratulate our neighbours on the new venture and wish them every success.

THE HONGKONG TELEGRAPH, MONDAY, JULY 15, 1895.

LEGAL JOTTINGS.

NEVILLE v. THE FINE ART AND GENERAL INSURANCE COMPANY, LIMITED.

In an action brought respect of a libel which has been published on a privileged occasion, a finding by the jury that there has been an excess of privilege, there being no evidence of malice, is immaterial.

Excess of privilege, if that expression be used as meaning that words have been used of a strength beyond the exigency of the occasion, may be evidence of malice; but no inference of law can be drawn from such a finding that the defendant has been guilty of malice.—*Law Times*.

ANDREWS AND ANOTHER v. NOTT-BOWER.

Libel—Privileged occasion—Publication in pursuance of order of magistrates—Defamatory statement for facilitating the administration of justice.

The head constable of a city, acting under the directions of its Watch Committee and magistrates, drew up a report containing a list of all the public-houses in the city (about 2,500 in number) in respect of which a renewal of licence was to be asked for at the approaching general annual licensing meeting. Besides the names of the public-houses, the report contained columns with dates and other details of information which would be useful to the magistrates at the licensing meeting. One such column contained, opposite to the name of the public-house of which the plaintiff was licensee, the objections to the renewal of its licence, notice of which had been served by the police. Acting also in accordance with the directions given him, the head constable sold copies of this report to persons who had business at the licensing meeting. The County and Borough Police Act 1856, s. 7, and the Municipal Corporations Act 1882, s. 191, provide for the obedience by a borough constable to lawful directions of the justices and the watch committee of a borough. In an action of libel brought by the plaintiff against the head constable in respect of his publication of the above-mentioned objections:—

Held that the occasion of the publication was privileged.—*Law Times*.

ALLPORT v. THE SECURITIES COMPANY, LIMITED.

The plaintiff in this case was lessee of a set of rooms in a large building in St. James Street, under the lease from the defendant company for seven years from Michaelmas 1891. The lease expressly demised the rooms together (in common with the other tenants of the lessor) with the use of the entrance hall and stairs leading to the said rooms; and all the company covenanted for was quiet enjoyment of the premises thereby demised together with the use of the said entrance hall and stairs. In 1893 some application was made by the defendant company to the plaintiff to consent to an alteration of the staircase, but he refused to do so except on terms which the company did not accept. On the 4th March, 1895, the defendants, M. and P., to whom the company had shortly leased the greater part of the building for the purposes of a club, began to pull down the staircase. The plaintiff was away from his rooms at the time, but returned on the 7th. An action was commenced on that day, but the writ and notice of motion were not actually served till the afternoon of the 8th, by which time the staircase had been pulled down. The plaintiff amended his notice of motion by asking for a mandatory injunction restraining the defendants from permitting the staircase to remain removed.

The evidence showed that there was access by another staircase to the plaintiff's rooms, but it was admittedly circuitous, and, as the plaintiff alleged, inconvenient. Held that the plaintiff had a legal right to the enjoyment of the staircase, which the defendants could not be allowed to take away by payment of compensation; that he would therefore be entitled to a mandatory injunction at the hearing, as there was no ground for supposing that any fresh evidence could be adduced at the hearing. It ought to be granted on this motion. *Law Times*.

SHARES ISSUED AS "FULLY PAID"

Now that the full judgment of Mr. Justice Williams in *re* The Theatrical Trust, Limited, (2 L. T. Rep. 461) is available for consideration, it becomes advisable to further review the position of persons who are members of a company in respect of shares for which they have not paid in cash. The emphasized lesson to be learnt from the learned judge's ruling is, that sect. 25 of the Companies Act 1867 regulates only the mode of payment for shares. If, therefore, a contract is registered, and the consideration stated in such contract is illusory, or if it permits an obvious money measure to be made showing that discount was allowed, or that the shares were openly issued at a discount, the allottee will not be relieved from paying up the balance of the cash value of the shares. This leaves the question of the sufficiency of a registered contract as a piece of protective machinery more problematical than ever; and it is obvious that we have by no means yet reached finally in the legal application of the section referred to. The judgment cited is but an elaboration of the doctrine laid down by the Court of Appeal in *re* Eddingtons Marine Insurance Company (69 L. T. Rep. 363), and of Lord Justice Collier's dictum in *Re* Almack and Tinto Company (59 L. T. Rep. 150). Further elaboration may doubtless be expected at no distant date; unless, indeed, the long-delayed Company Bill should bring about some drastic alteration in regard to such contracts. The sum total of case law on the subject shows that there must be cash or the equivalent of cash paid for all shares. The section is available as a safeguard where payment is made otherwise than in cash, but still full payment in some form must be made. The court, however, is not under an obligation—it surely has the power—to take each contract and weigh the consideration which it specifies for the purpose of ascertaining whether that consideration is equivalent to the cash value of the shares. The onus, primarily, is with the liquidator in a winding-up to impeach the sufficiency of the consideration and to show that in truth cash value was not given. In *Re* The Theatrical Trust (ibid. sup.) the materials to support the contention of the liquidator were not such as to satisfy the court, and the promoter and others escaped. But it does not follow that it will always be possible for such persons to make good their claim to come off the list of contributors. The court, though not obliged to sift the alleged considerations, may presently make a practice of sifting it by means of an inquiry in chambers. Meanwhile, it is notorious that "consideration" is a term that receives very liberal interpretation at the hands of vendors and company promoters. Values are piled up, and capital is inflated with results disastrous to the investor. A man wants to get rid of his business when it appears not improbable that his business may get rid of him. Its value is going down. It may be worth £500. The promoter, like the unjust steward, takes his pen and writes down £10,000. The vendor gets his £500 in cash. He gets the other £500 in fully paid shares, i.e., shares which are nominally fully paid, issued after registr-

ation of a contract. The consideration is not wholly illusory; but there is 50 per cent. of illusion in it. In other words, the fully paid shares are simply bonus shares. An inquiry and validation from an independent point of view would make the fact manifest. And if manifest, then the vendor has not paid for his shares either in cash or the equivalent of cash, and his proper place is on the list of contributors. No doubt it would be highly inconvenient, particularly to company promoters, that this sort of test should be rigorously applied, but such a test might, and may, logically follow from the current of decisions on this section under notice.

One more illustration may be given. Somebody agrees to act as manager of a new company for a long term of years, and the consideration of his services is a large allotment of fully paid shares. Suppose, however, that the company is wound-up, or his services come to an end in a few months' time. Can it be said that he has given full compensation for, perhaps, £10,000 worth of shares in the company? He has given something of value (to quote Mr. Justice Williams) but not the equivalent of £10,000 or anything like it. Viewed in this light, the gift of promoter becomes a source of danger, increasing in proportion to its apparent insufficiency, and a perfectly or comparatively innocent man may find himself in a position involving ruinous results, or, at any rate, demanding expensive litigation in order to establish his immunity from liability. In the absence of a full indemnity, intended to cover legal gaps, in the effect of a registered contract, the position of a holder of shares issued as fully paid must always lack the advantage of final and complete security.—*Law Times Journal*.

COURT OF APPEAL.

The plaintiff shipped certain cases of eggs in good order and condition on board the defendant's ship at St. Petersburg for carriage to London. The eggs were negligently stowed next to cargo of wet hay, and the eggs when delivered were consequently tainted. The bill of lading contained the following exemption of the owners from liability for injury to the cargo: "The shipowners to be in no way liable for any consequences or any accident of navigation, &c., nor for any act, negligence, default, or error in judgment of the pilot, master, mariners, or other servants of the shipowners in navigating the ship or otherwise; weight, contents, measure, quality, or value unknown; ship free of rust, leakage," The plaintiff brought this action for damage caused to the eggs by negligence of the defendants. The judge at chambers ordered that the question of law, whether damage to the eggs caused by negligent stowage was within the exception period in the bill of lading, should be set down for hearing before the issue of fact in the action. The Queen's Bench Division (Cave and Lawrence, J. J.) held that the shipowners were not exempted from liability by the bill of lading, and gave judgment for the plaintiff. The defendants appealed. Norman v. Ellington (63 L. T. Rep. 308 & 25 Q. B. Div. 475) was cited.

Hold (allowing the appeal) that the shipowners were relieved by the bill of lading from damage caused to the eggs by their negligent stowage.—*Law Times Journal*, 16 June, 1895.

THE HONGKONG GOVERNMENT GAZETTE.

[Saturday, 15th July 1895.]

GOVERNMENT NOTIFICATIONS.

No. 300.—Tenders invited for the removal of extraneous matter from the City of Victoria and Hill districts, and the management of the free public latrines, in the City of Victoria.

No. 301.—Police and Police Pensions Regulation.

No. 303.—New Regulations for licensing vehicles.

No. 304.—New Police Leave Regulations.

No. 305.—Special By-Laws made by the Governor-in-Council on the 4th instant *re* the landing of pigs and sheep.

No. 306.—States entrance to Amoy harbour is now free of torpedoes.

No. 307.—Returns of books registered at the Court House.

No. 308.—Return of Stamp Revenue.

No. 309.—States that local Postal Notes will be issued and paid at Hongkong, Hobcow, Canton, Swatow, Amoy, Foochow, Ningpo, Shanghai and Hankow after the 1st July, 1895.

No. 310.—Returns of debts.

No. 311.—Notice to owners of vessels.

No. 312.—Extract of Meteorological observations.

No. 315.—States the Light House on Observatory Island. Wel-hai-mei, has totally dis-

appeared.

The Gazette also contains the usual list of uncabled telegrams lying in the Telegraph Co.'s offices, the post office list of *Post Restante* correspondence; and list of Letters, &c. for merchant vessels, for which see our shipping column.

WIRE CRANK SHAFTS.

There is much yet to be done in perfecting the machinery generally of ocean steamships. One, very vulnerable part of it is the crank shaft. The possibility of its breakage or derangement in some way is always present. Unfortunately, the casting of shafts has not reached that high state of perfection, where it would be safe to guarantee absolute immunity from breakage so long as restricted to the use for which it was intended. How it could be otherwise, even with all the care given at the present time to the casting of these shafts, it would be difficult to understand. The most perfect casting, to all appearances, may still contain flaws, that only continuous use would ultimately disclose.

Attention was called some time since to the proposed making of crank shafts of twisted wire, by a process that would insure perfect rigidity in the shaft which would stand a strain far beyond anything that might by any possibility be put upon it while in use. The strain it is claimed that an ordinary wire shaft of fifteen inches diameter will stand is something enormous. The principle of this construction seems to be the right one. Each wire bears its proportion of the strain put upon the whole shaft. The possibility of a flaw existing is reduced to a minimum as each wire is separately tested. Even were any wire or several wires to be weak it would have no appreciable effect upon the shaft itself. Its derivation from the strength of the shaft would not be felt, and unless the break occurred on the outer surface of it, would probably never be known so long as the shaft was in use. A crank shaft constructed in this way would eliminate all fears as to the possibility of breakage. Considerable expense saved in repairs and often long delays in ocean voyages owing to mishaps to the crank shaft would be entirely avoided.—*New York Maritime Register*.

MULTUM IN PARVO.

In our world death deports intemperance to do the work of age.—Young.
If fame is to come only after death, I am in no hurry for it.—Marital.

They that govern must make the last noise.—Selden.

Uncertainty and expectation are joys of life.—Conqueror.

As sight is in the eye, so is the mind in the soul.—Socrates.

The world is only saved by the breath of the school child en.—Talmud.

All philosophy lies in two words, "sustain" and "abstain."—Epictetus.

There is a pleasure in poetic pains which only poets know.—Couper.

Civilians are men mean slaves and drudges to their substance.—Burton.

The greatest learning is to be seen in the greatest plainness.—Willis.

Love is precisely the moral nature what the soul is to the earth.—Balzac.

Troubles spring from idleness, and grievous toils from needless ease.—Franklin.

Idleness, rashness, falsehood, levity and malice produce each other.—Lavater.

Every difficulty surmounted over will be a ghost to distract your repose later on.—Chopin.

Preserved the health by too strict a regimen is a wearisome malady.—Rochefoucauld.

Nature can not be surprised in unred; beauty breaks in everywhere.—Emerson.

The prints look up to heaven, whence they have their nourishment.—Shakespeare.

The best education the world is that got by struggling to get a living.—Wendell Phillips.

Life, like the water of the sea, refreshes only when it ascends toward heaven.—Richler.

He who always prefaces his tale with laughter is poised between impertinence and folly.—Lavater.

Without labour there would be no government, and no leading class, and nothing to preserve.—U. S. Grant.

Five things are requisite to a good officer: ability, clean hands, dispatch, patience and incorruptibility.—Penn.

When thought is too weak to be simply expressed it is clear proof that it should be rejected.—Vauvenargues.

I knew no manner of speaking so offensive as that of giving praise and closing it with an exception.—Stoile.

Abruptness is an eloquence in parting when splitting out the time is but the weavil of new sorrow.—Suckling.

In the treatment of nervous cases, he is the best physician who is the most ingenious inspirer of hope.—Coleridge.

Nothing is more dangerous than an impudent friend; better it is to deal with a prudent enemy.—La Fontaine.

The woman who is resolved to be respected can make herself to be so, even amidst an army of soldiers.—Cervantes.

Life is to be fertilized by many friendships. To love and to be loved is the greatest happiness of existence.—Sydney Smith.

True bravery proposes a just end, measures the dangers, and meets the result with calmness and undaunted decision.—La Note.

An entire life of solitude contradicts the purpose of our being, since death itself is scarcely an idyl of more terror.—Burke.

Money is only then fair a standard of value; that which it can measure is perishable and which it can not is iron stalk.—Boswell.

Can any man or woman choose duties? No more than they can choose their birthplace or their father and mother.—George Eliot.

What a vast deal of time and ease that man gains who is not troubled with the spirit of impudent curiosity abut at others.—Anon.

There should be as little merit in loving a woman for her beauty as a man for his prosperity, both being equally subject to change.—Popé.

We must conform to a certain extent to the conventionalities of society, for they are the ripened results of a varied and long experience.—A. A. Hodie.

Laughter is day, and sobriety is night; a smile is the twilight that hovers gently between both, more bewitching than either.—H. W. Becher.

One watch yet right will do to set many by; one that goes wrong may be the means of misleading a whole neighbourhood; and the same may be said of example.—D'Urfey.

Be not too presumptuous, sure in any business; for things of this world depend on a train of unseen chances that if it were in man's hands to set the tables, still he would not be certain to win the game.—Herbert.

Abitacts, abridgements, summaries, etc., have the same use with burning glasses, to collect the diffused rays of wit and learning in authors, and make them point with warmth and quickness upon the reader's imagination.—J. Swift.

The secret of success lies in embracing every opportunity of seeking high and right ends, and in never forgetting that golden rule of the catechism, "of doing your duty in that station of life to which it shall please God to call you."

Wellington.

SHIPPING AND MAIL NEWS.

MAIL DUE:

Australian (Talyuan) 17th inst.

Tacoma (Tacoma) 19th inst.

American (Paris) 19th inst.

American (Cape) 28th inst.

American (City of Rio de Janeiro) 10th prox.

THE P. M. S. S. Co.'s steamer *City of Rio de Janeiro*, with mails, &c., left San Francisco to the 13th inst.

THE P. M. S. S. Co.'s steamer *Peru*, with mails, &c., left San Francisco to the 24th ult., via Yokohama, has arrived at Nagasaki, and left for this port at 4 p.m. yesterday.

THE Canadian Pacific Railway Co.'s steamship *Empress of India* left Yokohama for Vancouver on Friday afternoon last.

THE silk ex steamship *Empress of China* was delivered in New York on the 13th inst.

THE agents (Messrs. Dodwell, Carrill & Co.) inform us that the "Mogul" line steamer *Mogul* left Singapore for this port yesterday, and is due here on or about the 20th inst.

SHIPPING RETURNS.

From 5 p.m. Saturday to 5 p.m. to-day.

ARRIVALS.

Fushun " " Shanghai.

Rio " " Saigon.

THE HONGKONG TELEGRAPH, MONDAY, JULY 15, 1895.

The Share Market.

LATEST QUOTATIONS.

BANKS.
Hongkong and Shanghai Bank.—182 per cent.
premier sellers.
The National Bank of China, Ltd.—on £80,000,
gold up—127, sellers.
The National Bank of China, Ltd.—Founders,
shares nominal.
The Bank of China and Japan, Ltd.—(Preference)
nominal.
The Bank of China and Japan, Ltd.—(Ordinary)
nominal.
The Bank of China and Japan, Ltd.—(Deferred)
nominal.

CHINESE LOANS.

Chinese Imperial Loan of 1886 £—11 per cent.
premier.

MARINE INSURANCES.

Union Insurance Society of Canton—\$164 per
share, buyers.

China Trade's Insurance Company—\$70 per
share, sellers.

North China Insurance—Tls. 105 per share, sellers.

China General Insurance Company, Limited—\$162 per
share, buyers.

Yangtze Insurance Association—\$93 buyers.

On Tali Insurance Company, Limited—Tls. 15
per cent.

The Straits Insurance Co., Ltd.—\$19 per share,
sellers.

FIRE INSURANCES.

Hongkong Fire Insurance Company—\$215 per
share, sellers.

China Fire Insurance Company—\$84 per share,
sellers.

SHIPPING.

Hongkong, Canton, and Macao Steamboat Co.—
\$315 per share, buyers.

China and Manila Steam Ship Company—\$55,
buyers.

Indo-China Steam Navigation Company, Limited—
\$34, buyers.

Douglas Steamship Company—\$49, sales.

China Mutual S. N. Co., Ltd.—(Preference)—\$8.

China Mutual S. N. Co., Ltd.—(Ordinary)—\$7.

China Mutual S. N. Co., Ltd.—(Ordinary)—\$2.10.

REFINERIES.

China Sugar Refining Company, Limited—\$103
per share, buyers.

Luxon Sugar Refining Company, Limited—\$45,
sellers.

MINING.

Punjum Mining Co.—(Ordinary)—\$5 per
share, sellers.

Punjum Mining Co.—(Preference)—\$1.40 per
share, buyers.

The E. & G. Gold Mining Co., Limited—\$4 per
share, buyers.

The New Zealand Gold Mining Co., Limited—
\$10 per share, buyers.

Sociedad Anónima de Charbonnages du Tonkin—
\$105 per share, buyers.

The Italian Nickel and Trading Co., Limited—
\$10 buyers.

DRUGS, VITAMINS AND GODOWNS.

Hongkong and Whampoa Dock Company—105
percent premium, sellers.

Geo. Sonck & Co., Limited—\$15 per share,
buyers.

Hongkong and Kowloon Wharf and Godown
Company—\$4 per share, sellers.

Ward & Wardrobe and Storage Co., Ltd.—
\$374 per share, buyers.

HOTELS.

Hongkong Hotel—\$8 per share, sellers.

The Chinese Hotel, Limited—nominal.

LAND AND BUILDING.

The Kowloon Land and Building Co., Limited—
\$10 per share, sellers.

The Hongkong Land Investment Co., Limited—
\$50 buyers.

The West Point Buildings Co., Limited—\$18
per share, buyers.

Humphreys Estate and Finance Co., Ltd.—\$9
per share, sellers.

DRUGSTORES.

A. & J. Smith & Co., Limited—\$98, sellers.

Dawson, Hall & Co., Limited—\$1 per
share, buyers.

GENERAL.

Hongkong and Kowloon Co., Limited—\$7 per
share, buyers.

H. C. & Co., Ltd.—\$4 per share,

Hongkong Manufacturing Company—\$12 per share, sellers.

Hongkong Optical—\$10 per share, buyers.

Hongkong and East Bakery Company, Limited—
\$200 per share, buyers.

The Hongkong Brick and Cement Co., Limited—
\$3 per share, sellers.

The Chinese Glass and Cement Co.—\$10, sellers.

The Chinese Electric Light Co., Limited—
\$10 per share, buyers.

The Chinese Electric Light and Tramway Co.,
Limited—\$10 per share, buyers.

C. & M. M. & Co., Ltd.—\$3 per share, buyers.

Bills of Exchange Agency, Limited—\$1
share paid up—\$10, buyers.

G. H. Potts (Share Broker),
Telegraph Address—“Rialto”

EXCHANGE.

On London, Telegraphic Transfer—\$2.12

Bank Hill, on demand—\$2.12

4 months' sight—\$2.21

Credits, 4 months' sight—\$2.21

Dividends, 4 months' sight—\$2.21

On Paris, Bank Hill, on demand—\$2.70

Credits, 4 months' sight—\$2.70

On New York, Bank Bills, on demand—\$2.41

Credits, 30 days' sight—\$3.31

On India, Telegraphic Transfer—\$1.98

On demand—\$1.98

On Shanghai, Telegraphic Transfer—\$1.98

Private, 30 days' sight—\$2.21

On Yokohama, T.T. par.

On Singapore, T.T. par.

Specie, Banks Buying Rate—\$0.16

Gold Lctg 100 troy, per tael—\$7.70

Bar Silver—\$9.16

Dollars (nominal).... \$0.716

OPIUM QUOTATIONS.

Hongkong, 15th July.

New Patah cash—\$7.12 per cwt.

New Benihai, cash—\$7.17

New Malwa, credit—\$8.00

(Allowance, talls 8 to 32.)

Old Malwa, credit—\$10 to 720 per picul.

(Allowance, talls 4 to 48.)

Persian, papered talls—70 to 820

(Allowance, talls 8 to 32.)

TELEGRAMS.

ARRIVALS.

Fushun, Chinese steamer, 1,504, W.-H. Lont,
13th July—Shanghai 10th July, General—
C. M. S. N. Co.

Rio, German steamer, 1,109, F. Bandzien, 13th
July—Salomon 10th July, Rice—Wieder
& Co.

Deutschland, German steamer, 1,017, P. Lassen,
13th July—Bangkok 7th July, Rice—
Melsches & Co.

Erato, German steamer, 2,500, J. Ostermann,
13th July—Kobé 7th July, General—
Siemsen & Co.

Gernvian, British steamer, 1,012, E. Norman,
13th July—London 1st June, and Singapore
8th July, General—Jardine, Matheson
& Co.

DEPARTURES.

SABINE RICKMERS, German steamer, 506, J.
Sanders, 14th July—Amoy 12th July, Bal-
last—Arnhold, Karberg & Co.

THALLES, British steamer, 820, H. Bathurst, 14th
July—Talwando 10th July, General—D.
Lammal & Co.

WHAMPOA, British steamer, 1,109, Thom, Hards,
14th July—Canton 12th July, General—
Butterfield & Swire.

LIFOON, German steamer, 1,338, P. Kloster, 14th
July—Canton 12th July, General—
Castrolles & Co.

HONGKONG, French steamer, 1,200, C. Bastian,
15th July—Haliphong 11th July, General—
A. R. Marti.

TEJEN, German steamer, 1,017, Th. Lehmann,
15th July—Nentang 11th July, and Chefoo
8th, General—Carroll & Co.

WILHELM, British steamer, 1,017, W. Ellis, 10th
July—Sydney 16th June, Brisbane 21st,
Townsville 24th, and Port Darwin, 1st July,
General—Gibb, Livingston & Co.

ADELAIR, Spanish steamer, 99, Ardizone, 20th
June—Dagupan 16th June, Sugar—
Master.

BRUGUER, British steamer, 4,212, Wm. H. Walker,
10th July—San Francisco 15th June, Yokohama
4th July, and Nagasaki 7th, Mails
and General—O. & O. S. Co.

BENTHA, British steamer, 1,044, E. Flay-
er, 14th July—Salon 11th July, Rice—
Butterfield & Swire.

VERONA, British steamer, 1,876, C. H. S. Toque,
15th July—Vancouver 6th July, Rice and
Mails and General—P. O. & S. N. Co.

EMPEROR OF JAPAN, British steamer, 5,904, Geo.
A. Lee, R.N.R., 15th July—Vancouver 25th
June, and Shanghai 13th July, Mails and
General—Jardine, Matheson & Co.

DARIUS, British steamer, 2,130, John Currie, 6th
July—Faro 27th June, Sugar—Butterfield
& Swire.

FIDELIO, German steamer, 750, J. Nielsen, 12th
July—Salon 8th July, Paddy and Flis-
cher & Co.

WILHELM, British steamer, 1,017, J. B. Jackson,
12th July—Bangkok 11th July, Koh-chang 6th
July, Rice and Teak—S. O. S. Co.

MASCOTTE, British steamer, 2,011, J. Ross, 12th
July—Colombo 24th May, and Singapore 5th
July, Coal—Bradley & Co.

PICCOLA, German steamer, 875, E. Haas, 11th
July—Salon 7th July, Rice—Mechler
& Co.

PROPORTIS, British steamer, 1,300, Warwick,
9th July—Salon 5th July, Rice—Chinese.

STRATHAVON, British steamer, 1,740, Jas. M.
Sim, 5th July—Salon 30th June, Rice—
Doddwell, Carlill & Co.

LOO SOK, British steamer, 1,010, J. B. Jackson,
12th July—Bangkok 11th July, Koh-chang 6th
July, Rice and Teak—S. O. S. Co.

PROPOSED DEPARTURES.

July 14, Glenevar, British steamer, for Swatow.

July 14, Ask, Danish steamer, for Holbow and
Pakhoi.

July 14, Hattan, British steamer, for Swatow.

July 14, Lokang, British steamer, for Swatow
and Shanghai.

July 14, Formosa, British steamer, for Amoy
and Tamsui.

July 14, Progress, German steamer, for Toulon
and Quilon.

July 14, Progen, Norwegian steamer, for
Kuching.

July 14, Pallas, British steamer, for Kuching.

July 14, Fushun, Chinese steamer, for Canton.

July 14, Adour, French ship, from Saigon, &c.

July 15, Whampoa, British ship, for Shanghai.

July 15, Tejan, German steamer, for Tientsin.

CLEARANCES AT THE HARBOUR OFFICE.

Whampoa, British steamer, for Shanghai.

Adour, French steamer, for Saigon, &c.

W. H. Bott, & Co., Ltd., for Saigon, &c.

Clearances, for Saigon, &c.